



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

April 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: STREET SWEEPING SERVICES (SUPERVISORIAL DISTRICTS 1, 4, AND 5) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended action is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services will continue to be more economically performed by an independent contractor than by County employees.
3. Approve amending Contract Nos. 75896 and 75897 with Joe's Sweeping, Inc., d.b.a. Nationwide Environmental Services, located in Norwalk, California, for Street Sweeping Services in Rowland Heights and RD 119/519 to incorporate cost adjustments for fuel and debris disposal (tipping fee) costs into each contract.
4. Authorize the Acting Director of Public Works or his designee to execute the amendments upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend street sweeping contracts with Joe's Sweeping, Inc., d.b.a. Nationwide Environmental Services, located in Norwalk, California. Contract No. 75896 covers Rowland Heights and Contract No. 75897 covers maintenance areas within the San Gabriel Valley designated RD 119/519. RD 119 covers the unincorporated community of south San Gabriel. RD 519 includes

Board of Supervisors
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First District

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Second District

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Third District

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Fourth District

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Fifth District

unincorporated communities within Supervisorial District 5 adjacent to the cities of Monrovia, Arcadia, Duarte, Pasadena, Temple City, and San Gabriel.

The amendment incorporates cost adjustments for fuel and debris disposal (tipping fee) costs. Fuel and tipping fee costs have been escalating at unexpected rates. These provisions are being incorporated in the more recent street sweeping solicitations and contracts.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funding authority was approved when these contracts were awarded to incorporate these two cost adjustments. Financing for these amendments is available in the Fiscal Year 2007-08 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendments are substantially reflected in the attached forms (Attachments A and B). The Acting Director of Public Works or his designee will execute the amendments in accordance with your Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

Your Board approved these contracts on October 17, 2006, Agenda 37. These contracts were for an initial one-year period with two 1-year renewal options for a total contract period of three years.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that these services continue to be more economically performed by an independent contractor than by County employees.

The Honorable Board of Supervisors
April 8, 2008
Page 3

ENVIRONMENTAL DOCUMENTATION

With respect the requirements of the California Environmental Quality Act (CEQA), these services are categorically exempt as set forth in Sections 15301 (c) of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will not have any impact on current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Road Maintenance)

AMENDMENT 2 TO CONTRACT NO. 75896

STREET SWEEPING SERVICES IN ROWLAND HEIGHTS

THIS AMENDMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75896 was entered into between the COUNTY and the CONTRACTOR, on October 17, 2006, to provide street sweeping services for a period of thirteen months commencing on November 1, 2006, through November 30, 2007, with two 1-year renewal options; and

WHEREAS, this Contract was amended on November 5, 2007, to reflect the COUNTY'S revised Living Wage Program requirements and "Curb Mile" and "Paved Alley Mile" rates; and

WHEREAS, this Contract was renewed on December 1, 2007, for its first option year; and

WHEREAS, the CONTRACTOR has encountered unanticipated increases related to equipment fuel costs and debris disposal (tipping fee) costs and has requested financial relief consideration from the COUNTY; and

WHEREAS, the COUNTY is willing to provide financial consideration to the CONTRACTOR for these unanticipated cost increases; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions as amended by Amendment 1 and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75896 between them shall be amended as follows:

FIRST: This Contract is amended to include the following: In April 2008, for this Contract's current term and again at least 90 days prior to the end of this Contract's current term for the second and final option year, CONTRACTOR may request an adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices based the initial contract term and the current Contract term changes, respectively, in tipping fees charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. 12.02 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted effective April 1, 2008 or upon the Board's approval of this AMENDMENT which ever occurs last, for the current contract year and December 1, 2008, for the second and final option year. CONTRACTOR

must substantiate the change in cost for refuse disposal to the satisfaction of the Acting Director. Documentation may include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs, and detailed comparisons of current and previous disposal fees. CONTRACTOR shall also provide an explanation for use of any alternate disposal sites.

SECOND: This Contract is amended to include the following: The Acting Director may adjust 10.95 percent of the "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rates of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on April 1, 2008, and thereafter quarterly (starting June 1, 2008; September 1, 2008; etc.), which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding this AMENDMENT'S date, and the most current fuel price published preceding the effective date for any scheduled fuel adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rate of compensation to establish the adjusted "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rate of compensation. A sample calculation is included in Exhibit A. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing this service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRD: This AMENDMENT will take effect upon approval by the Board of Supervisors.

FOURTH: Except as modified by Amendment 1 and this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract, shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

JOE'S SWEEPING, INC., d.b.a.
NATIONWIDE ENVIRONMENTAL
SERVICES

By _____
Its President

Never Samuelian
Type or Print Name

By _____
Its Secretary

Suzy Samuelian
Type or Print Name

AMENDMENT 2 TO CONTRACT NO. 75897

STREET SWEEPING SERVICES FOR RD 119/519

THIS AMENDMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75897 was entered into between the COUNTY and the CONTRACTOR, on October 17, 2006, to provide street sweeping services for a period of one year commencing on December 1, 2006, through November 30, 2007, with two 1-year renewal options; and

WHEREAS, this Contract was amended on November 5, 2007, to reflect the COUNTY'S revised Living Wage Program requirements and "Curb Mile" and "Paved Alley Mile" rates; and

WHEREAS, this Contract was renewed on December 1, 2007, for its first option year; and

WHEREAS, the CONTRACTOR has encountered unanticipated increases related to equipment fuel costs and debris disposal (tipping fee) costs and has requested financial relief consideration from the COUNTY; and

WHEREAS, the COUNTY is willing to provide financial consideration to the CONTRACTOR for these unanticipated cost increases; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions as amended by Amendment 1 and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75897 between them shall be amended as follows:

FIRST: This Contract is amended to include the following: In April 2008, for this Contract's current term and again at least 90 days prior to end of this Contract's current term for the second and final option year, CONTRACTOR may request an adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices based the initial contract term and the current Contract term changes, respectively, in tipping fees charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. 13.54 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted effective April 1, 2008 or upon the Board's approval of this AMENDMENT which ever occurs last, for the current contract year and December 1, 2008, for the second and final option year. CONTRACTOR

must substantiate the change in cost for refuse disposal to the satisfaction of the Acting Director. Documentation may include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs, and detailed comparisons of current and previous disposal fees. CONTRACTOR shall also provide an explanation for use of any alternate disposal sites.

SECOND: This Contract is amended to include the following: The Acting Director may adjust 11.98 percent of the "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rates of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on April 1, 2008, and thereafter quarterly (starting June 1, 2008; September 1, 2008; etc.), which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding this AMENDMENT'S date, and the most current fuel price published preceding the effective date for any scheduled fuel adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rate of compensation to establish the adjusted "Curb Miles (CM)" and the "Paved Alley Miles (PM)" rate of compensation. A sample calculation is included in Exhibit A. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing this service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRD: This AMENDMENT will take effect upon approval by the Board of Supervisors.

FOURTH: Except as modified by Amendment 1 and this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract, shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

JOE'S SWEEPING, INC., d.b.a.
NATIONWIDE ENVIRONMENTAL
SERVICES

By _____
Its President

Never Samuelian
Type or Print Name

By _____
Its Secretary

Suzy Samuelian
Type or Print Name